on the part of the defendant. *Held*, the defendant is liable. *Herman* v. *Markham Air Rifle Co.* (D. C.), 258 Fed. 475.

It is clear by the great weight of authority that, in general, a manufacturer, in the absence of fraud or concealment on his part of latent defects and dangers in an article, is not liable for injuries caused by such an article to third persons with whom he has no privity of contract. Thus, where the defendant contracted with the Postmaster General to furnish and keep in repair a mail coach, and the coach broke down by reason of his negligence, and injured the driver, it was held that the defendant was not liable to the driver because there was no privity of contract between them. *Winterbottom* v. *Wright*, 19 M. & W. 109. However, if there is any fraud or concealment of such defect by the defendant, he is liable. *Kuelling* v. *Lean Mfg. Co.*, 183 N. Y. 78, 75 N. E. 1098 (reversing same case, 88 App. Div. 309, 84 N Y. Supp. 622).

The outstanding exception to this general rule arises where the articles involved are imminently dangerous, such as drugs, unwholesome foods, explosives, firearms, etc. The courts make up for lack of contractual privity between the parties by substituting for it the duty owed to the public by the manufacturer or vendor of such articles. *Tomlinson* v. *Armour*, 75 N. J. L. 748, 70 Atl. 314, 19 L. R. A. (N. S.) 923; *Cunningham* v. *Pease House Furnishing Co.*, 74 N. H. 435, 69 Atl. 120, 124 Am. St. Rep. 979, 20 L. R. A. (N. S.) 236. Thus where a poisonous drug was sold under the name of a harmless medicine, one injured by taking the drug without fault or negligence on her part was allowed a recovery against the manufacturer who neglected to label the drug properly. *Thomas* v. *Winchester*, 6 N. Y. 396, 57 Am. Dec. 455. The same principle has been applied to guns, which, if defective, are imminently dangerous to human life. *Levy* v. *Langridge*, 4 M. & W. 337 (affirming same case, 2 M. & W. 519). The trend of modern decisions, not without opposition on the part of some courts, however, has been to extend the doctrine of imminently dangerous articles to automobiles, holding manufacturers liable for injuries caused by defects in their machines. *MacPherson* v. *Buick Co.*, 217 N. Y. 382, 111 N. E. 1050, Ann. Cas. 1916C, 440, L. R. A. 1916F, 696; *Olds Motor Works* v. *Shaffer*, 145 Ky. 616, 140 S. W. 1047, Ann. Cas. 1913B, 689, 37 L. R. A. (N. S.) 560. But see *contra*, *Cadillac Motor Car Co.* v. *Johnson*, 137 C. C. A. 279, 221 Fed. 801, L. R. A. 1915E, 287, Ann. Cas. 1917E, 581.

In Virginia, manufacturers of imminently dangerous articles are held to a strict liability for injuries caused by their negligence in regard to such articles. *Standard Oil Co.* v. *Wakefield*, 102 Va. 824, 47 S. E. 830.

For a detailed discussion of the liability of manufacturers and vendors in the sale of drugs, see 1 VA. LAW REV. 166.

TRADE UNIONS—INJUNCTIONS—BOYCOTTING.—The defendants, members of a teamsters' union, placed the plaintiff, their employer, on their black-list as an employer who was unfair to labor. The employer had neither ad-

vised his employees to join the union nor forbidden them to do so. The members of the union, by direct and aggressive action, influenced various customers and dealers to discontinue business with the plaintiff. The plaintiff applied for an injunction restraining the defendants. *Held*, the injunction should be granted. *Auburn Draying Co.* v. *Wardell* (N. Y.), 124 N. E. 97.

The courts have for quite a while assumed jurisdiction over cases involving the right of a labor union to divert trade from an individual deemed unfriendly to labor, but on several conflicting grounds. Formerly the reason given by the courts was that the labor unions were guilty of conspiracy, and of course in such a case the courts have jurisdiction to protect the individual from conspiracy, enforced or threatened. Thus, it was evolved as a general principle that it was unlawful for many to do what one might lawfully do. *Oxley Stave Co* v. *Coopers' International Union* (C. C.), 72 Fed. 695. However, the evident dissatisfaction of the court with this line of reasoning is shown by the fact that on appeal the above case was affirmed on the more logical ground of illegality of the object sought. *Hopkins* v. *Oxley Stave Co.* (C. C. A.), 83 Fed. 912. This same tendency is shown in other cases which were decided on a combination of the two grounds, conspiracy and illegality of object. *Barr* v. *Essex Trades Council*, 53 N. J. Eq. 101, 30 Atl. 881; *Jonas Glass Co.* v. *Glass Bottle Blowers Ass'n*, 72 N. J. Eq. 653, 66 Atl. 953. In one case the boycott as a form of conspiracy was declared absolutely unlawful and was enjoined. *Martin* v. *McFall*, 65 N. J. Eq. 91, 55 Atl. 465. So also, in a case where the unions published circulars which if issued by an individual would not have been libelous, the fact that they were issued by a combination of individuals made their issuance unlawful. This principle, along with unlawfulness of object, was the ground of the decision. *Loewe* v. *California State Federation of Labor* (C. C.), 139 Fed. 71.

The notice paid by the courts to the question of the legality of the object of the conspiracy leads us to the second basis of the decisions of the courts in such labor cases. Some courts reject the doctrine of the illegality of the combination of many and hold that what *one* may do legally, *many* may do legally. *Macauley Bros.* v. *Tierney*, 19 R. I. 255, 37 L. R. A. 455, 61 Am. St. Rep. 770. But where the object sought is illegal then the courts will restrain the unions. *Davis* v. *Robinson*, 41 Misc. Rep. 329, 84 N. Y. Supp. 837. In this case the union insisted on the discharge of the non-union men.

In regard to the enjoining of the circulation of posters or other written matter tending to destroy the business of employers, it is often affirmed that the issuance of such an injunction is an abrogation of the constitutional guarantee of freedom of speech. *Marx & Jeans Clothing Co.* v. *Watson*, 168 Mo. 133, 67 S. W. 391, 56 L. R. A. 951; *Lindsay* v. *Montana Federation of Labor*, 37 Mont. 264, 96 Pac. 127, 18 L. R. A. (N. S.) 707. However, by the better view, an injunction is allowed in such cases. *American Federation of Labor* v. *Buck's Stove Co.*, 33 App. D. C. 83, 32 L. R. A. (N. S.) 748; *Casey* v. *Cincinnati Typographical Union No. 3* (C. C.), 45 Fed. 135, 12 L. R. A. 193.

The illegality of means as well as the illegality of object provides a substantial ground for injunction. *Jensen* v. *Cooks' & Waiters' Union*, 39 Wash. 531, 81 Pac. 1069, 4 L. R. A. (N. S.) 302; *Beck* v. *Railway Teamsters' Protective Union*, 118 Mich. 497, 77 N. W. 13, 42 L. R. A. 407. In one case the court was requested to enjoin union men from means not in themselves illegal as well as means which were illegal. The court struck out the part of the injunction dealing with the legal means and only enjoined the defendant from acts involving force, fraud or intimidation. *Butterick Publishing Co.* v. *Typographical Union No. 6*, 50 Misc. Rep. 1, 100 N. Y. Supp. 292.

For a more general discussion of the history and development of trade unions, see 3 VA. LAW REV. 385; 6 VA. LAW REV. 47.

TRUSTS—CONVEYANCE BY BENEFICIARY—DECREE CONFIRMING TITLE.—A husband conveyed land in trust for his wife for life to be conveyed by trustee to such persons as the wife might designate in her will. The wife by her own deed conveyed the land. *Held*, the decree of the lower court confirming legal title in the grantee must be set aside for legal title was in the trustee. *Dumas* v. *Carroll* (S. C.), 99 S. E. 801.

A beneficiary cannot convey his beneficial interest in property held by a trustee for the beneficiary's support, though the conveyance does not restrict alienation by the beneficiary, since it would be destructive of the trust. *Monday* v. *Vance*, 92 Tex. 428, 49 S. W. 516; *Barnes* v. *Dow*, 59 Vt. 530, 10 Atl. 258. Where a husband and wife convey land by deed to a trustee, and instruct the trustee to convey only on request and consent in writing of husband and wife, a conveyance by the husband alone as grantor will not convey legal title. *Batchelor* v. *Brereton*, 112 U. S. 396. In order that a conveyance of land may pass legal title the person holding the legal title must be the grantor and apt words of conveyance must be used by him. *Agricultural Bank* v. *Rice*, 4 How. 225.

A power of disposition by will cannot be executed by a conveyance of the premises by a deed or mortgage. *Bentham* v. *Smith*, Cheves' Eq. (S. C.) 33, 34 Am. Dec. 599. In North Carolina it is well settled by a long line of decisions that the beneficiary has no power of disposition over trust property except that which is clearly defined in the trust instrument. *Hardy* v. *Holly*, 84 N. C. 661; *Broughton* v. *Lane*, 113 N. C. 16, 18 S. E. 85; *Kirby* v. *Boyette*, 116 N. C. 165, 21 S. E. 697; *Shannon* v. *Lamb*, 126 N. C. 38, 35 S. E. 232. Where a power is required to be executed by will or an instrument of the same nature, a mere letter directing the manner of distribution is inoperative. See *Welch* v. *Henshaw*, 170 Mass. 409, 49 N. E. 659, 64 Am. St. Rep. 309; *Bentham* v. *Smith*, *supra*.

The legal title in a trust estate cannot be divested by the beneficiary by conveyance if his only power of disposition is by bequest at his death. *McDougall* v. *Dixon*, 19 App. Div. 420, 46 N. Y. Supp. 280. See also *Bull* v. *Odell*, 19 App Div. 605, 46 N. Y. Supp. 306. It has been held that a beneficiary cannot make a binding disposition of the income of property bequeathed to a trustee for the beneficiary's benefit. *First National Bank* v. *Mortimer*, 28 Misc. Rep. 686, 60 N. Y. Supp. 47.